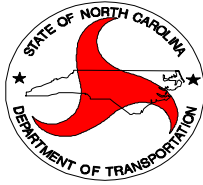


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 3

CONTRACT PROPOSAL

WBS Element: 3SP.20824.001, 3SP.20314.001 and 3SP.20104.001

COUNTY: Sampson, Duplin and Brunswick Counties

DESCRIPTION: Micro-Surfacing, Thermo Paint, Symbols and Paint on
33 Secondary Roads in Sampson, Duplin and
Brunswick Counties

BID OPENING: 2:00PM, Tuesday, February 22, 2011

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER
LICENSE NUMBER

N.C. CONTRACTOR'S

ADDRESS OF BIDDER

RETURN BIDS TO: North Carolina Department of Transportation
Lloyd G. Royall Jr. PLS
5501 Barbados Blvd.
Castle Hayne, N.C. 28429

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INSTRUCTIONS TO BIDDERS

PLEASE READ ALL INSTRUCTIONS CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR BID.

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner. **DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!**
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet.
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name and signature of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number (or Social Security Number of Individual)
 - e. Contractor's License Number (if Applicable)
8. Bids submitted by corporations shall bear the seal of the corporation.
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION 3 OFFICE AT 5501 Barbados Blvd., CASTLE HAYNE, NORTH CAROLINA 28429 BY 2:00PM, Tuesday February 22, 2011**
12. The sealed bid must display the following statement on the front of the sealed envelope:

QUOTATION FOR WBS Elements:

3SP.20824.001, 3SP.20314.001 and 3SP.20104.001: Micro-Surfacing, Thermo Paint, Symbols and Paint on 33 Secondary Roads in Sampson, Duplin and Brunswick Counties to Be Opened At 2:00 PM On February 22, 2011.

13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:

**North Carolina Department of Transportation
Attention: Lloyd G. Royall Jr. PLS
5501 Barbados Blvd.
Castle Hayne, NC 28429**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 of the Standard Specifications for Roads and Structures 2006. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

STANDARD PROVISIONS

GENERAL

This contract is for Micro-Surfacing, Thermoplastic Pavement Marking and Paint Pavement Markings in Sampson, Duplin and Brunswick Counties. All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2006, the North Carolina Department of Transportation Roadway Standards Drawings 2006, and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

CONTRACT TIME AND LIQUIDATED DAMAGES

CTLD_DDC

The date of availability for this project is March 15, 2011. The Contractor may begin work prior to this date upon approval of the Engineer or his duly authorized representative. If such approval is given, and the Contractor begins work prior to the date of availability, the Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

The Intermediate Completion Date is April 20, 2011 this is for all of Brunswick County. Liquidated Damages for the Intermediate Completion are One Thousand (\$1000.00) per calendar day.

No work will be permitted and no purchase order will be issued until all required bonds and prerequisite conditions and certifications have been satisfied.

The completion date for this project is June 30, 2011. No extensions will be authorized except as authorized by Article 108-10 of the Standard Specifications.

The observation period for the thermoplastic pavement markings is not a part of the work to be completed by the completion date for this contract as stated above. The observation period shall be warranted by the payment and performance bond.

Liquidated damages for this contract are Three Hundred and Fifty Dollars (\$350.00) per calendar day.

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AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division 3 Engineer, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives.

The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work, all questions which may arise as to the interpretation of the contract, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

AVAILABILITY OF FUNDS - CONTRACT TERMINATION

Payments on this contract are subject to availability of funds as allocated by the General Assembly. If the General Assembly fails to allocate adequate funds, the Department reserves the right to terminate this contract.

In the event of termination, the Contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

BIDS

In accordance with GS 136-28.1(b), if the total bid amount of the contract exceeds \$1,200,000.00 the bid will not be considered for award.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

CONTRACTOR CLAIM SUBMITTAL FORM:

(9-16-08)

SP1G140

If the Contractor elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for Construction contracts of \$300,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for Construction contracts greater than \$300,000. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

The successful bidder, within fourteen (14) days after notice of award, shall provide the Department with a contract payment bond and a contract performance bond each in an amount equal to 100 percent of the amount of the contract.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare a default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

ENGINEERING CONTROL

Engineering control and inspection will be by the North Carolina Department of Transportation. The Contractor will cut test samples as directed by the Engineer. The North Carolina Department of Transportation will set all necessary grades for pipe, ditches, or masonry drainage structures. All other field engineering will be the responsibility of the Contractor and considered as incidental to the project bid.

EROSION, SILTATION, AND POLLUTION CONTROL

The Contractor shall exercise every reasonable precaution and take all necessary measures throughout the life of the project to prevent erosion, siltation, and pollution in accordance with Section 107-13 of the Standard Specifications. Silt fence and erosion control measures shall be installed in

accordance with the plans for this project, Section 1605 of the Standard Specifications, and in locations directed by the Engineer or his representative.

EXTENSION OF CONTRACT TIME

Failure on the part of the Contractor to furnish bonds or certifications, or to satisfy preliminary requirements necessary to issue the purchase order will not constitute grounds for extension of the contract time. If the Contractor has fulfilled all preliminary requirements for the issuance of a purchase order, and the purchase order authorization is not available by the date of availability, the Contractor shall be granted an extension equal to the number of calendar days the purchase order authorization is delayed after the date of availability.

FLAGGERS:

(2-15-11)

R11 R20

Revise the 2006 *Standard Specifications* as follows:

Page 11-13, Article 1150-3 Construction Methods, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawing* 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed for the convenience of the Contractor's operations. However, if safety issues exist (i.e. sight/stopping site distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

GIFTS FROM VENDORS AND CONTRACTORS:

(12-15-09)

SP1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC:

(12-19-06)(Rev 3-16-10)

SPI G151

Revise the *2006 Standard Specifications* as follows:

Page 1-60, 107-2 Assignment of Claims Void, replace the reference from *G.S. 143-3.3* to *G.S. 143B-426.40A*.

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

LIABILITY INSURANCE:

(11-18-08)

SPI G80

Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of

Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

MATERIALS AND TESTING

The Engineer reserves the right to perform all sampling and testing in accordance with Section 106 of the Standard Specifications and the Department's "Materials and Test Manual." However the Engineer may reduce the frequency of sampling and testing where he deems it appropriate for the project under construction.

The Contractor shall furnish the applicable certifications and documentation for all materials as required by the Standard Specifications. Material which is not properly certified will not be accepted.

Delivery tickets for all asphalt material shall be furnished in accordance with Section 106-7 of the Standard Specifications and shall include the following information:

1. NCDOT Work Order Number
2. Date
3. Time issued
4. Type of Material
5. Gross weight

6. Tare Weight
 7. Net weight of material
 8. Plant Location
 9. Truck Number
 10. Contractor's name
 11. Public weighmaster's stamp or number
 12. Public weighmaster's signature or initials in ink
 13. Job mix formula number (if for asphalt plant mix)
- Asphalt Plant Certification Number (if for asphalt plant mix)

MINIMUM WAGES

(7-21-09)

Z-5

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

ON-THE-JOB TRAINING:

(10-16-07) (Rev 7-21-09)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at www.ncdot.org/business/ocs/ojt/.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

PAYMENT AND RETAINAGE

P&R_DDC
8-06-2009

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. Compensation for all pay items shall be in accordance with the Standard Specifications. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period.

All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor.

All invoices must be accompanied with the DBE-IS form even if no Subcontractors payments were made. Payment request shall not be processed without said form filled out and attached.

If the request for payment is made by Contractor's Invoice, the Invoice shall be submitted in triplicate to:

**North Carolina Department of Transportation
Attention: A.H.Thornton Jr.
220 North Blvd.
Clinton, N.C. 28328**

Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

PREQUALIFICATION TO BID ON POC'S

Beginning **July 1, 2009**, any firm that wishes to perform work on Division Purchase Order Contracts as either the prime contractor or as a subcontractor on the project must be prequalified for the type of work they wish to perform. Firms that wish to bid on these projects as the prime contractor must be prequalified prior to submitting a bid. Firms that wish to perform as a subcontractor to the prime contractor must be prequalified prior to beginning work on the project.

For the purposes of prequalification, any firm that is currently prequalified as a prime or a subcontractor on central let projects for the appropriate work codes is considered eligible to work and/or bid on Purchase Order Contracts as long as other items such as bonding and license requirements for the contract are met.

Information regarding the requirements to become prequalified as a Purchase Order Contract contractor, including the application to become prequalified if you are not already prequalified, can be found at the following website:

<http://www.ncdot.org/business/howtogetstarted/>

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

SAFETY VESTS:

6-19-01_R

All Contractors' personnel, all subcontractors and their personnel, and any material suppliers and their personnel shall wear a reflective vest or outer garment conforming to the requirements of MUTCD at all times while on the project.

SP1G139

SUBCONTRACTS

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer.

Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions,

North Carolina Department of Transportation Standard Specifications for Roads and Structures, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(B) of the Standard Specifications.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

WORKERS' COMPENSATION INSURANCE

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are, prior to beginning services, required to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93 irrespective of whether subcontractors have regularly in service fewer than three employees in the same business within the State of North Carolina, and subcontractors shall be hereinafter liable under the Workers' Compensation Act for payment of compensation and other benefits to its employees for any injury or death due to an accident arising out of and in the course of performance of the work insured by the subcontractor.

STANDARD SPECIAL PROVISION

ERRATA

(7-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

Division 1

Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.

Page 1-7, remove **-L-** in middle of page after INVITATION TO BID and before LABORATORY.

Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

Division 2

Page 2-9, Subarticle 225-1(C), 1st paragraph, 2nd line, last word, add a “d” to make the word grade become ***graded***.

Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word *is*.

Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.

Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

Division 3

Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

Division 4

Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.

Page 4-40 Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.

Page 4-70, Article 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide ***6***.

Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.

Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***

Page 4-80, change 452-7 to 452-***6*** at the top of the page.

Page 4-80, change Pay Item ____Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.

Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

Division 5

Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

Division 6

Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.

Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).

Page 6-43, Article 610-8, 4th paragraph, remove the first *the*

Page 6-44, 2nd full paragraph, 1st sentence, delete the first *and* and add *transverse* just before cross-slope control.

Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.

Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.

Page 6-66, title, Replace EXISTNG with **EXISTING**

Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.

Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<i>Hot Applied Joint Sealer</i>	1028-2

Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.

Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.

Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

Using the quantities shown in Table 660-1, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.

Page 6-89; Add a period at the end of the last sentence at the bottom of the page.

Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

Division 7

Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.

Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

Division 8

Page 8-13, Article 808-3, 4th Paragraph, third line, replace Eexcavation with ***Excavation***

Page 8-35, Article 848-2, Item: Replace Cncrete with ***Concrete***

Division 9

Page 9-2, add **901-3** just before CONSTRUCTION METHODS

Division 10

Page 10-12, near bottom of page add (C) before Proportioning and Mixing of Modified Compositions, which should be bold type.

Page 10-28, at the top of the page, substitute Section 1006 for 1005.

Page 10-54, Subarticle 1018-2A), First line, substitute (B) for II, third line, substitute (B)(2) for II-b.

Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.

Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.

Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word ***cycles***.

Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
45 lb	75 lb	--	--	75 lb

Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add ***or*** just before cold-forged sleeve.

Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.

Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).

Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**

Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.

Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.

Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.

Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

Division 12

Page 12-21 Add **1266-2** just before the heading MATERIALS.

Division 14

Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace made with ***paid for***.

Division 15

- ❑ Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- ❑ Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: ***Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.***
- ❑ Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- ❑ Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- ❑ Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- ❑ Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- ❑ Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- ❑ Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- ❑ Page 15-13, Article 1520-3, 8th paragraph, add ***pipe*** after diameter.
- ❑ Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS.
- ❑ Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with ***MEASUREMENT AND PAYMENT***.

Division 16

- ❑ Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to 48 inches.

END

PROJECT SPECIAL PROVISIONS

NOTES TO CONTRACTOR

The Contractor's attention is directed to the following:

The Contractor shall not close more than one lane of traffic without prior approval of the Engineer.

Portable "Road Construction Ahead" signs may be used in lieu of post mounted signs, as directed by the Engineer.

The Standard Specifications, Section 104-5, "Overruns and Underruns of Contract Quantities" is amended to exclude the item of "Borrow Excavation".

The resurfacing of streets forming a part of the Urban System shall be coordinated with the appropriate Municipal Official so parking may be removed during construction.

The Paved Shoulders shall be resurfaced at the same slope as presently exists.

Prior to resurfacing, the existing pavement markers are to be removed and the depressions filled with an approved surface mix. No direct payment will be made for performing this work. The markers removed will become the property of the contractor.

The Standard Specifications, Section 610-7, "Transportation of Asphalt Mixture" is amended to include the following: "All covers shall extend down over the sides and back of the vehicle body for a distance of 12 inches and shall be securely fastened."

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

(10-16-07)

SP1G68

Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

Committed MBE/WBE - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

Department (DOT)- North Carolina Department of Transportation (See Municipality)

Municipality – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

Minority Business Enterprise (MBE) – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

Women Business Enterprise (WBE) – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

MBE/WBE – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

Goal - The MBE/WBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular

dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Form RS-1-D - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

North Carolina Unified Certification Program - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with *49 CFR Part 26*.

Standard Specifications – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

Contract Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

(A) Minority Business Enterprises (0) %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

(B) Women Business Enterprises (0) %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <http://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of MBE/WBE Subcontractors in Contract

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Bids submitted that do not have WBE/MBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More

- (A) If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B) When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C)
 - (1) The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
 - (2) A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.
 - (3) The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.

- (a) The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.
 - (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
 - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D) A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E) A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals more than Zero

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Department documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A) Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B) Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.
- (C) Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Business Development Manager in the NCDOT Office of Civil Rights to give notification of the bidder's inability to get MBE/WBE quotes.
- (D) Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.

- (E) Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

MBE/WBE Replacement

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed MBE/WBE.

(A) Performance Related Replacement

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
 - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

Reports

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at: <http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

Commitment

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

Reporting MBE/WBE Participation

- (A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the

Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (1) Withholding of money due in the next partial pay estimate; or
 - (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.
- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the State Contractor Utilization Engineer.
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBE/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because NCDOT funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further working on any State or Federally funded projects until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

COOPERATION BETWEEN CONTRACTORS:

(7-1-95)

SP1 G133

The Contractor's attention is directed to Article 105-7 of the *Standard Specifications*.

The Contractor on this project shall cooperate with the Contractor working within or adjacent to the limits of this project to the extent that the work can be carried out to the best advantage of all concerned.

DAMAGE TO EXISTING PAVEMENT, BASE, SUBGRADE, AND PROPOSED PAVEMENT

In addition to the requirements of the Standard Specifications concerning this subject, the Contractor is cautioned that he will be held responsible for all damages to the pavement, base, and subgrade caused by his operations, including but not limited to, rutting and shoving of the existing or proposed pavement and yielding or rutting of the existing base and subgrade.

The Contractor is cautioned to limit the weight of his equipment and the frequency of hauls so as to not damage the existing pavement, base, subgrade and the proposed pavement.

Any subgrade or base failures which the Contractor finds prior to the beginning of his operations or during the conditioning of the existing base are to be brought to the attention of the Engineer in writing. Repairs to those areas will be made by DOT forces. Once these deficient areas have been repaired, the requirements of this Special Provision will fully apply.

DRIVEWAYS AND PRIVATE PROPERTY

The Contractor shall maintain access to driveways for all residents and property owners throughout the life of the project.

The Contractor shall not perform work for private citizens or agencies in conjunction with this project or within the project limits of this contract. Any driveway paved by a Contractor which ties into a NCDOT system road being paved by the Contractor must be paved either prior to the road paving project or after its completion.

NIGHT OPERATIONS

The Contractor may, with the approval of the Engineer, conduct his operations during night hours. For the purposes of this contract, night hours shall be defined as the period between dusk and dawn when natural light, as determined by the Engineer or his representative, is insufficient to safely and effectively perform contract operations.

If the Contractor elects to perform any phase of this contract during night hours, he shall submit, in writing, to the Engineer, a full and complete plan for traffic control and construction lighting which shall be approved prior to beginning construction.

All traffic control devices shall meet the requirements for night use as set forth in the North Carolina Department of Transportation Standard Specifications for Roads and Structures, North Carolina Department of Transportation Roadway Standards Drawings, and the current Manual of Uniform Traffic Control Devices (MUTCD).

NOTIFICATION OF OPERATIONS

The Contractor shall notify the Engineer one week in advance of beginning work on this project. The Contractor shall give the Engineer sufficient notice of all operations for any sampling, inspection or acceptance testing required. It should be noted that grading, draining, and stabilizing operations on the subject routes will be performed by Departmental Forces. All routes may not be available by the above listed date.

PLAN, DETAIL AND QUANTITY ADJUSTMENTS

The Department reserves the right to make, at any time during the progress of the work, such alterations in plans or the details of construction as may be found necessary or desirable by the Engineer to complete the project.

SUBSURFACE INFORMATION:

(7-1-95)

SP1 G112

There is **no** subsurface information available on this project. The Contractor shall make his own investigation of subsurface conditions.

MAINTENANCE OF PROJECT

The Contractor shall be responsible for maintaining the project as directed by Section 104-10 in the Standard Specifications.

PAVEMENT MARKING LINES:

(11-21-06) (Rev. 08-17-10)

R12 R01

Revise the *2006 Standard Specifications* as follows:

Page 12-2, 1205-3(D) Time Limitations for Replacement, add the following at the beginning of the chart:

Facility Type	Marking Type	Replacement Deadline
Full-control-of-access multi-lane roadway (4 or more total lanes) and ramps, including Interstates	All markings including symbols	By the end of each workday's operation if the lane is opened to traffic

Page 12-5, 1205-3 (H) Observation Period, delete 1205-3 (H) and replace with the following:

Maintain responsibility for debonding and color of the pavement markings during a 12 month observation period beginning upon final acceptance of the project as defined under Article 105-17. Guarantee the markings under the payment and performance bond in accordance with Article 105-17.

During the 12 month observation period, provide pavement marking material that shows no signs of failure due to blistering, chipping, bleeding, discoloration, smearing or spreading under heat or poor adhesion to the pavement materials. Pavement markings that debond due to snowplowing will not be considered a failed marking. Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the 12 month observation period.

Page 12-8, 1205-4 (C) Application, delete the last two sentences of the second paragraph and replace with the following:

Produce in place markings with minimum retroreflective values shown below, as obtained with a LTL 2000 Retroreflectometer or Department approved mobile retroreflectometer. Retroreflective measurements will be taken within 30 days after final placement of the pavement marking.

Page 12-9, 1205-4 (D) Observation Period, delete the entire section and replace with the following:

In addition to the requirements of Subarticle 1205-3(H), maintain responsibility for minimum retroreflective values for a 30-day period beginning upon the Engineer's acceptance of all markings on the project. Guarantee retroreflective values of the markings during the 30-day period under the payment and performance bond in accordance with Article 105-17.

Page 12-9, 1205-5 (B) Application, delete the second sentence of the fourth paragraph and replace with the following:

Produce in place markings with minimum retroreflective values shown below, as obtained with a LTL 2000 Retroreflectometer or Department approved mobile retroreflectometer. Retroreflective measurements will be taken within 30 days after final placement of the pavement marking.

Page 12-10, 1205-5 (C) Observation Period, delete this entire section and replace with the following:

Maintain responsibility for minimum retroreflective values for a 30-day period beginning upon satisfactory final placement of all markings on the project. Guarantee retroreflective values of the markings during the 30-day period under the payment and performance bond in accordance with Article 105-17.

Page 12-14, Article 1205-9, Maintenance, delete Article 1205-9 and replace with the following:

Replace pavement markings that prematurely deteriorate, fail to adhere to the pavement, lack reflectorization, or are otherwise unsatisfactory during the life of the project or during the 12 month observation period as determined by the Engineer at no cost to the Department.

Upon notification from the Engineer, winterize the project by placing an initial or additional application of paint pavement marking lines in accordance with Article 1205-8. Payment for *Paint Pavement Marking Lines* required to winterize the project will be made in accordance with Article 1205-10 except that no payment will be made on resurfacing projects where paving is completed more than 30 days prior to the written notification by the Department that winterization is required.

Page 12-14, Article 1205-10, Measurement and Payment, add the following after the first sentence of the first paragraph:

In addition, *Paint Pavement Marking Lines* will be paid per linear foot for each 15 mil application placed in accordance with Subarticle 1205-8(C).

PRECONSTRUCTION CONFERENCE

In accordance with Section 108-3 of the Standard Specifications, a preconstruction conference will be required prior to beginning work.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

Work shall only be performed when weather and visibility conditions allow safe operations.

The Contractor shall temporarily remove his equipment from the travelway for emergency vehicles and school buses as directed by the Engineer.

TIME LIMITATION FOR PAVEMENT MARKINGS AND MARKERS POC PROJECTS:

(12-18-07)

RWZ-4

Markings: Two-Lane, Two-Way Facilities

For all two-lane, two-way facilities, place all centerline markings, railroad and school symbols within 5 calendar days after they have been obliterated by the resurfacing operation. Place all edge lines and other symbols within 15 calendar days after they have been obliterated by the resurfacing operation.

Markings: All Facilities

The pavement markings are subject to a 180-day observation period that begins with the satisfactory completion of all pavement markings required on the project and shall meet all requirements as specified in Subarticle 1205-3(H) Observation Period of the *Standard Specifications*.

Any portion of stop bars that are obliterated at intersections of a multilane roadway and all its approaches shall be replaced by the end of each work day prior to opening the lane to traffic. Any portion of stop bars that are obliterated at 2-lane 2-way roadway intersections shall be replaced by the end of 5th calendar day.

Prior to opening the lane(s) to traffic, all pavement markings that are obliterated by milling should be replaced as specified in Subarticle 1205-3(D) Time Limitations for Replacement of the *Standard Specifications* or as stated herein.

Final pavement marking applications of thermo shall be placed in 1 application of specified mils wet each. Thermo pavement marking lines will be measured and paid for as the actual number of linear feet of pavement marking lines that have been satisfactorily placed and accepted by the Engineer.

MICRO-SURFACING:

Description:

This specification covers the materials, equipment, construction and application procedures for rut filling and/or surfacing of existing paved surfaces in accordance with the *NCDOT Standard Specifications for Roads and Structures 2006* and these Special Provisions. The micro-surfacing system shall be a mixture of cationic latex modified asphalt emulsion, mineral aggregate, mineral filler, water and other additives, properly proportioned, mixed and spread on the paved surface in accordance with this specification and as directed by the Engineer.

Materials:

- (a) Latex Modified emulsified asphalt The emulsified asphalt shall be a cationic type CSS-lh and shall conform to the requirements specified in AASHTO M208 and ASTM 2397. It shall show no separation after mixing. The cement mixing test is waived for the latex modified CSS-lh.
- (b) Mineral aggregate. The mineral aggregate used shall be compatible with the latex modified emulsified asphalt and produce a good skid resistant surface. The aggregate shall meet requirements of Section 1012-1 of the *Standard Specifications*.
- (c) Mineral filler. Mineral filler shall be any recognized brand of non-air-entrained Portland cement that is free of lumps. It may be accepted upon visual inspection.
- (d) Water. The water shall be potable and shall be free of harmful soluble salts in accordance with Section 1024-4 of the *Standard Specifications*.
- (e) Latex Modifier. A latex based modifier, certified from an approved source, along with special emulsifiers shall be milled into the asphalt emulsion by an approved emulsion manufacturer. The latex modified emulsified asphalt shall be so formulated that when the paving mixture is applied at a thickness of one inch it will cure sufficiently that rolling traffic can be allowed in one hour with no damage to the surface.
- (f) Other additives. The additives are any other materials that are added to the emulsion mix or to any of the component materials to provide the specified properties. The additives shall be supplied by the emulsion manufacturer to provide control of the set time in the field.

Mix Design

- (a) The Contractor shall submit a mix design certified by the latex modified emulsion manufacturer and present certified test results for the Engineer's approval. Compatibility of the aggregate and latex modified CSS-lh shall be certified by the emulsion manufacturer. The job mix formula shall provide a minimum Marshall stability of 1,800 pounds and a flow of 6 to 16 units when tested according to modified ASTM procedures. Aggregate used in the job mix formula shall be of the material proposed by the Contractor for use on the project.
- (b) Composition of mixture. The Engineer shall approve the mix design and all micro-surfacing materials and methods prior to use and shall designate the proportions to be used within the following limits.

	Type B	Type C	Rut Filling
Mineral aggregate (#/sy dry wt.)	10-30	18-35	30-60
% Emulsified asphalt (Residual)	6.5-8.5	5.0-7.5	4.5-6.5
% Mineral filler	As required to provide the specific properties		
Latex base modified	As required to provide the specific properties		
Additives	As required to provide the specific properties		

(c) The gradation of the aggregate shall be in accordance with the following:

Screen Size	Type B % passing	Type C % passing	Rut Filling % passing
3/8"	100	100	100
#4	90-100	70-90	70-90
#8	65-90	45-70	45-70
#16	45-70	32-54	32-54
#30	30-50	23-38	23-38
#50	18-33	16-29	16-29
#100	10-21	9-20	9-20
#200	5-15	5-15	5-15

The mineral aggregate shall be weighed by means of a scale approved by the Engineer before delivery to the job site. Emulsified asphalt shall be weighed by means of approved scales or be measured by volume.

Precautions shall be taken to insure that stockpiles do not become contaminated.

Sampling requirement. Samples for gradation will be taken from aggregate stockpiles designated by the Contractor for use. Samples for asphalt content shall be taken from the completed mix. Samples of aggregate and filler will be taken at the job site. The frequency of sampling and testing will be established by the Engineer based upon the Department's current acceptance program. The asphalt content will be determined by AASHTO T-164 modified.

Equipment

(a) The material shall be mixed by a self propelled truck mounted or continuous type micro-surfacing mixing machine which shall be a continuous flow mixing unit able to accurately deliver and proportion the aggregate, latex modified emulsion, mineral filler, water and additive to a revolving multi-blade dual mixer and discharge the mixed product on a continuous flow basis. The machine shall have sufficient storage capacity for aggregate, emulsified asphalt, mineral filler, water, and additive to maintain an adequate supply to the proportioning controls.

Individual volume or weight controls for proportioning each material to be added to the mix shall be provided. Each material control device shall be calibrated and properly marked.

The aggregate feed to the mixer shall be equipped with a revolution counter or similar device so that the amount of aggregate used may be determined at any time.

The emulsion pump shall be a positive displacement type and shall be equipped with a revolution counter or similar device so that the amount of emulsion used may be determined at any time.

The mixing machine shall be equipped with a water pressure system and nozzle type spray bar to provide a water spray immediately ahead of and outside the spreader box.

The mixing machine shall be equipped with an approved fines feeder that shall provide a uniform feed of properly proportioned amounts of the specified mineral filler.

- (b) Spreading equipment. The paving mixture shall be spread uniformly by means of a mechanical type squeeze box attached to the mixer, equipped with paddles to agitate and spread the materials throughout the box. These paddles shall be designed and operated so all the freshly mixed material will be kept stirred up and moving. A front seal shall be provided to insure no loss of the mixture at the road contact surface. Rut filling equipment will require adjustable steel strike-off plates. The rear seal shall act as a final strike-off and shall be adjustable. The spreader shall be maintained to prevent the loss of the paving mixture in surfacing superelevated curves. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved to produce a free flow of material to the rear strike-off without causing skips, lumps, or tears in the finished surface.

Construction Methods

- (a) Weather limitation. The material shall be placed only when the atmospheric temperature is at least 45 degrees F. and rising or above, it is not raining, and there is no chance of temperatures below 32 degrees F. within 24 hours from the time the material is applied.
- (b) Surface preparation. Immediately prior to applying the paving mixture the surface shall be thoroughly cleaned of all vegetation, loose materials, dirt, mud, and other objectionable materials and prewetted if required. Water used in prewetting the surface shall be applied at a rate to dampen the entire surface without any free flowing water ahead of the spreader box.
- (c) Application. The mixture shall be spread to fill minor cracks, minor surface irregularities, and shallow potholes and leave a uniform high-skid resistant application of aggregate and asphalt on the surface. Approved squeegees shall be used to spread the mixture in areas inaccessible to the spreader box and other areas hand spreading may be required.

A sufficient amount of surface sealer shall be carried to all parts of the spreader box at all times so that complete coverage is obtained. Water may be sprayed into the spreader box to facilitate spreading without harming the mix. No lumping, balling, or unmixed aggregate shall be permitted in the finished surface. Any oversized aggregate or foreign materials shall be screened from the aggregate prior to delivery to the mixing machine.

In restricted areas where hand spreading is necessary, slight adjustments to the mix formula may be required to slow setting time. The paving mixture shall be poured into a small windrow along one edge of the surface to be covered. The mixture shall be spread uniformly by a hand squeegee or lute.

The seam where two passes join shall be uniform and neat in appearance.

All excess material shall be immediately removed from the ends of each run on surface course.

- (d) Curing. Adequate means shall be provided to protect the micro-surfacing from damage by traffic until the mixture has cured sufficiently so that it will not adhere to or be picked up by

the tire of vehicles. Any damage done by traffic to the micro-surfacing shall be repaired by the Contractor.

Method of Measurement

Micro-surfacing will be measured by the Square yard.

Basis of Payment

The unit price shown in the contract shall be full compensation for all materials including modifiers and additives, labor, tools, equipment, and all other incidentals necessary to complete the work.

Payment will be made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Latex Modified Micro-surfacing, Type C	Square Yard

The Engineer may waive specific provisions of this section if in his determination such action is in the best interest of NCDOT.

WARRANTY OF ASPHALT SURFACE TREATMENT

1.0 General Description: The warranty for Asphalt Surface Treatment (AST) shall consist of the warranty form, initial acceptance, warranty bond, warranty performance criteria, and the rights and responsibilities of the Department and the Contractor.

2.0 Definitions:

2.1 Completion Date: The date when the AST is completely constructed, is continuously opened to traffic, and the AST has been determined to be in compliance with the contract and project provisions by the Department by the issuance of a notice of initial acceptance. This date will constitute the start date for the warranty period.

2.2 Warranty Bond: This is a bond that guarantees the AST installed under the contract, against defects in materials and/or workmanship which may develop after the completion date but during the warranty period.

2.3 Warranty Period: The two (2) year period beginning on the date of initial acceptance by the Department.

2.4 Warranty Work: If the thresholds are exceeded during the warranty period, corrective action will be completed by the Contractor to bring the warranted work

back into compliance for release of the warranty. All costs associated with any warranty work shall be borne by the Contractor.

2.5 Map: A segment of roadway, which is defined in the contract documents with definitive beginning and ending points.

2.6 Lot: A 1000 foot section of pavement or portion thereof, a lane width wide, on which AST is constructed on a single day and a single map.

2.7 Distress Indicators:

2.7.1 Severity: This refers to how bad the problem is.

2.7.2 Extent: This refers to the size of the problem area (extent of occurrence). The extent of occurrence will be measured on frequency.

3.0 Initial AST Acceptance: At the completion of the AST, the Department will conduct an inspection of the work. If appropriate, the Department may inspect a portion of the work as necessary. If the work is determined by the Department to have been satisfactorily completed in accordance with the contract, the Department will issue a notice of initial acceptance of all or part of the work as described above. This notification will establish the completion date. If the work is determined by the Department not to have been satisfactorily completed in accordance with the contract, the Contractor shall make good at his own expense any and all defects in materials and workmanship, after which the completion date will be established. The completion dates so established will constitute the start date for the warranty period.

4.0 Subsequent Inspections: The Department will inspect the work for determination of warranty compliance within six (6) months of the date of initial acceptance and just prior to the end of the warranty period.

5.0 Situations Affecting the Warranty: During the warranty period, the contractor will not be held responsible for distresses that are caused by factors not related to materials and workmanship. These include, but are not limited to, chemical and fuel spills, vehicle fires, base failures, and snow plows. Other factors considered to be beyond the control of the contractor, which may contribute to pavement distress, will be considered by the Engineer on a case by case basis upon receipt of a written request from the contractor. Maintaining traffic on the pavement surface prior to initial acceptance will not be a condition for voiding the warranty.

6.0 Emergency Repairs: If, in the opinion of the Department, a pavement condition covered by the warranty requires immediate attention for the safety of the traveling public, the Contractor shall be notified immediately. If the Contractor cannot be contacted or cannot perform the required work in a timely fashion, the Department may perform or have the work performed at the Contractor's expense. Any emergency work performed will not alter the requirements, responsibilities, or obligations of the warranty.

7.0 Warranty Bond: The Contractor shall furnish a warranty bond, as required in Section 10.0 of this Special Provision in amount equal to 100% of the amount bid for the AST items of

work. The warranty shall be for a period of two (2) years. The effective starting date of the warranty bond shall be the Completion Date.

8.0 Warranty Performance Criteria:

SURFACE DEFECTS	SEVERITY	EXTENT (PER LOT)
Surface Patterns	Alternate lean and heavy lines streaking over the entire pavement surface.	Greater than 20% of a lot affected, distress spotted evenly over the lot or over localized areas within the lot.
Bleeding/Flushing	Distinctive appearance (with excess asphalt binder already free).	Greater than 20% of the wheel tracks within a lot affected.
Loss of Cover Aggregate	Large patches of cover aggregate lost from the pavement surface.	Greater than 20% of a lot affected, distress spotted evenly over the lot or over localized areas within the lot.

The beginning point of the first lot will be the beginning point of each day's operation or the beginning of a map, which ever is applicable.

9.0 Rights and Responsibilities of the Department.

- 9.1** Is responsible for monitoring the AST during the warranty period and will provide the Contractor all written reports of the surface treatment's condition related to the warranty performance criteria.
- 9.2** Is responsible for notifying the Contractor, in writing, of any required warranty work.
- 9.3** Reserves the right to approve the date(s) requested by the Contractor to perform warranty work.
- 9.4** Reserves the right to approve all materials and methods used in warranty work.
- 9.5** Reserves the right to determine if warranty work performed by the Contractor meets the contract and project provisions.
- 9.6** Reserves the right to perform, or have performed, routine maintenance during the warranty period, which routine maintenance will not relieve the Contractor from meeting the warranty requirements of this Special Provision.
- 9.7** Reserves the right to require the Contractor to make immediate emergency repairs to the AST to prevent as unsafe road condition as determined by the Department. Should the Contractor fail to comply with this requirement, to the Department's satisfaction and within the time frame required by the Department, the Department has the right to perform, or have performed, at the Contractor's sole expense, any emergency repairs deemed necessary by the Department. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this Special Provision.
- 9.8** Shall document the condition of the AST prior to emergency repairs.

10.0 Rights and Responsibilities of the Contractor.

- 10.1** Shall unconditionally warrant to the Department that the AST shall be free of defects in materials and workmanship as defined by the warranty performance criteria as set forth above for a period of two (2) years from the completion date of the AST. This warranty and warranty bond shall be on forms furnished by the Department. These completed forms shall be submitted to the Department prior to award of the contract.
- 10.2** Is responsible for performing all warranty work, including but not limited to, traffic control and restoring all associated pavement features at no additional cost to the Department.
- 10.3** Is responsible for replacing all temporary repairs, resulting from the AST being in non-compliance with the warranty performance criteria, with Department approved materials and methods.
- 10.4** Shall notify the Department and shall submit a written course of action proposing appropriate corrective measures for the needed warranty work 5 calendar days prior to commencement of warranty work, unless the warranty work requires immediate emergency repairs as determined by the Department.
- 10.5** Shall follow all maintenance of traffic requirements of the contract when any warranty work is performed.
- 10.6** Shall complete all warranty work in a neat and uniform manner and shall meet the requirements specified in the contract.
- 10.7** Is required to supply to the Department original documentation pursuant to the Standard Specifications that all insurance required by the Contract is in effect during the period(s) that any warranty work is being performed.
- 10.8** Shall make repairs to the AST prior to the conclusion of the warranty period or within such other time as agreed to by the Department and the Contractor after receiving notification from the Department that required warranty work is necessary, unless the Department notifies the Contractor that immediate emergency repairs are necessary to the AST to prevent an unsafe road condition, in which event the Contractor shall make said emergency repairs within the time frame required by the Department.
- 10.9** Shall be liable during the warranty period in the same manner contractors currently are liable for their construction related activities with the Department pursuant to the 2002 Standard Specifications. This liability shall arise and continue only during the period when the Contractor is performing warranty work.
- 11.0 Non-extension of Contract:** No extension in contract time will be allowed as a result of work performed under the provisions of this warranty.

12.0 Measurement and Payment: No separate measurement or payment will be made for any work performed under this provision as the cost of such work will be considered incidental to the contract.

ASPHALT PAVEMENTS - SUPERPAVE:

(7-18-06) (Rev 9-19-06)

SP6 R01

Revise the *2006 Standard Specifications* as follows:

Page 6-2, Article 600-9 Measurement and Payment

Delete the second paragraph.

Page 6-12, 609-5(C)2(c) add after (AASHTO T 209):

or ASTM D 2041

Page 6-13, last line on page & Page 6-14, Subarticle 609-5(C)(2)(e), delete and substitute the following:

(e) Retained Tensile Strength (TSR) - (AASHTO T 283 Modified), add subarticle (1) Option 1 before the first paragraph.

(1) Option 1

Add subarticle (2) Option 2 and the following sentence as the first sentence of the second paragraph:

(2) Option 2

Mix sampled from truck at plant with one set of specimens prepared by the Contractor and then tested jointly by QA and QC at a mutually agreed upon lab site within the first 7 calendar days after beginning production of each new mix design.

Page 6-28, 610-3(A) Mix Design-General, third sentence of the fourth paragraph:

Substitute 20% for 15%

First, second and third sentences of the fifth paragraph:

Substitute 20% for 15%

Page 6-44, 610-8, third full paragraph, replace the first sentence with the following:

Use the 30 foot minimum length mobile grade reference system or the non-contacting laser or sonar type ski *with at least four referencing stations mounted on the paver at a minimum length of 24 feet* to control the longitudinal profile when placing the initial lanes and all adjacent lanes of all layers, including resurfacing and asphalt in-lays, unless otherwise specified or approved.

Page 6-54, Article 620-4, add the following pay item:

Pay Item

Asphalt Binder for Plant Mix, Grade PG 70-28

Pay Unit

Ton

Page 6-69, Table 660-1 **Material Application Rates and Temperatures**, add the following:

Type of Coat	Grade of Asphalt	Asphalt Rate gal/yd ²	Application Temperature °F	Aggregate Size	Aggregate Rate lb./sq. yd. Total
Sand Seal	CRS-2 or CRS-2P	0.22-0.30	150-175	Blotting Sand	12-15

Page 6-75, 660-9(B), add the following as sub-item (5)

(5) Sand Seal

Place the fully required amount of asphalt material in one application and immediately cover with the seal coat aggregate. Uniformly spread the fully required amount of aggregate in one application and correct all non-uniform areas prior to rolling.

Immediately after the aggregate has been uniformly spread, perform rolling.

When directed, broom excess aggregate material from the surface of the seal coat.

When the sand seal is to be constructed for temporary sealing purposes only and will not be used by traffic, other grades of asphalt material meeting the requirements of Articles 1020-6 and 1020-7 may be used in lieu of the grade of asphalt required by Table 660-1 when approved.

Page 10-41, Table 1012-1, add the following:

Mix Type	Course Aggregate Angularity ^(b) ASTM D5821	Fine Aggregate Angularity % Minimum AASHTO T304 Method A	Sand Equivalent % Minimum AASHTO T176	Flat & Elongated 5:1 Ratio % Maximum ASTM D4791 Section 8.4
S 9.5 D	100/100	45	50	10

Page 10-45, Replace Table 1012-2 with the following:

TABLE 1012-2
NEW SOURCE RAP GRADATION and BINDER TOLERANCES
(Apply Tolerances to Mix Design Data)

Mix Type	0-20% RAP			21-25% RAP			26%+ RAP		
Sieve (mm)	Base	Inter.	Surf.	Base	Inter.	Surf.	Base	Inter.	Surf.
P _b , %		± 0.7%			± 0.4%			± 0.3%	
1 1/2" (37.5)	±10	-	-	±7	-	-	±5	-	-
3/4" (19.0)	±10	±10	-	±7	±7	-	±5	±5	-
1/2" (12.5)	-	±10	±6	-	±7	±3	-	±5	±2
3/8" (9.5)	-	-	±8	-	-	±5	-	-	±4
No. 4 (4.75)	±10	-	±10	±7	-	±7	±5	-	±5
No. 8 (2.36)	±8	±8	±8	±5	±5	±5	±4	±4	±4
No.16 (1.18)	±8	±8	±8	±5	±5	±5	±4	±4	±4
No. 30 (0.600)	±8	±8	±8	±5	±5	±5	±4	±4	±4
No. 50 (0.300)	-	-	±8	-	-	±5	-	-	±4
No. 200 (0.075)	±4	±4	±4	±2	±2	±2	±1.5	±1.5	±1.5

TRAFFIC CONTROL:

(10-21-08)

RWZ-1

Maintain traffic in accordance with Divisions 10, 11 and 12 of the *Standard Specifications* and the following provisions:

Use a lane closure (refer to the *Roadway Standard Drawings* Nos. 1101.02, 1101.11, 1110.02, 1130.01 and details for the Advance Work Zone signing in contract) or a slow-moving operation as shown in details of this contract. Use a moving operation only if the minimum speed maintained at all times is 3 mph with no stops that narrow or close a lane of travel. If the moving operation is progressing slower than 3 mph at any time, install a lane closure. Maintain the existing traffic pattern at all times, except in the immediate work zone where lane closures are allowed as determined by the Engineer.

Refer to Attached Details and the *Roadway Standard Drawings* Nos. 1101.02, 1101.03, 1101.04, 1101.05, 1101.11, 1110.01, 1110.02, 1115.01, 1130.01, 1135.01, 1145.01, 1150.01, 1165.01, 1170.01 and 1180.01 when closing a lane of travel in a stationary work zone such as pavement patching resurfacing, or pavement marking removal. Properly ballasted cones may be used

instead of drums for lane closures during daylight hours. However, drums are required for the upstream taper portion of lane closures in all applications. The stationary work zone shall be a maximum of 3 miles in length at any given time unless otherwise directed by the Engineer. A pilot vehicle operation may be used in conjunction with flaggers and the appropriate pilot vehicle warning signing as directed by the Engineer. During periods of construction inactivity, return the traffic pattern to the existing alignment and remove or cover any work zone signs. When covering work zone signs, use an opaque material that prevents reading of the sign at night by a driver using high beam headlights. Use material, which does not damage the sign sheeting. Replace any obliterated markings as required by other sections of the *Standard Specifications* and the Engineer.

When personnel and equipment are working on the shoulder adjacent to an undivided facility and within 5 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working on the shoulder, adjacent to a divided facility and within 10 feet of an open travel lane, close the nearest open travel lane using the *Roadway Standard Drawings* No. 1101.02 unless the work area is protected by barrier or guardrail. When personnel and equipment are working within a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, *Roadway Standard Drawings* or as directed by the Engineer. Conduct the work so that all personnel and equipment remain within the closed travel lane. Do not work simultaneously, on both sides of an open travel way, within the same location, on a two-lane, two-way road. Do not perform work involving heavy equipment within 15 feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way. Perform work only when weather and visibility conditions allow safe operations as directed by the Engineer.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning UNEVEN LANES signs (W8-11 at 48" X 48") 500 feet in advance and a minimum of once every half mile throughout the uneven area.

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- (A) Drop-off that exceeds 2 inches on roadways with posted speed limits of 45 mph or greater
- (B) Drop-off that exceeds 3 inches on roadways with posted speed limit less than 45 mph.

Backfill the unacceptable drop-off with suitable compacted material, as approved by the Engineer, at no expense to the Department. This work is not considered part of shoulder reconstruction.

When utilizing a slow-moving operation for such items as pavement marking placement, pavement marker installation and pesticide spraying, the slow moving operation caravan shall consist, as a minimum, of the vehicles and devices shown on the Moving Operation Caravan Detail(s) herein. Traffic cones may be used when necessary to provide additional protection of wet pavement markings. Ballast all traffic cones so they will not be blown over by traffic.

Submit a written sequence of operation for all maps to the Engineer at the first pre-construction meeting for approval by the Engineer. Approved sequence can not be altered without written permission of the Engineer.

Notify the Engineer 48 hours before milling or resurfacing will interfere with the existing Signal Loops. Loops may need to be placed in milled surface before resurfacing occurs. Coordinate all signal loop operations with the Engineer.

Notify the Engineer 15 consecutive calendar days before resurfacing a bridge or its approaches. Patch and make repairs to bridge surface and its approaches before resurfacing occurs. Coordinate all operations on the bridge and its approaches with the Engineer.

Notify the Engineer 48 hours before resurfacing the areas of existing pavement that require patching. Patch these areas before resurfacing occurs. Allow full depth asphalt patching to cool to the point of supporting traffic without displacement or rutting before reopening closed lane. Coordinate the resurfacing operations of the patched areas with the Engineer.

During a resurfacing only operation, bring all newly resurfaced lanes to the same elevation within 72 hours.

For partial or wheel track milling operations on two-way, two-lane facilities, mill and pave back by the end of each work day. For partial or wheel track milling operations on multi-lane facilities, the lane being milled may be left closed and paved back within 72 hours.

The following options are acceptable during Resurfacing and milling operations on two-way, two-lane facilities when the entire roadway or entire lane is to be milled:

- (A) Mill a single lane and pave back by the end of each work day.
- (B) Mill the entire width of roadway and pave back within 72 hours.

The following options are available during Resurfacing and milling operations on multi-lane facilities when all lanes or a single lane in one direction are to be milled:

- (A) Mill the entire width of pavement for all lanes to be milled in any direction daily and pave back within 72 hours.
- (B) Mill a single lane and pave back by the end of each work day.
- (C) Mill a single lane, leave a lane closure in and pave back within 72 hours.

When resurfacing facilities with ramps, resurface the ramp and gore area of the ramp as directed by the Engineer. A transverse joint shall be placed on the ramp at the terminal point of the gore. Newly resurfaced lanes on the main roadway and the ramp shall be at the same elevation where traffic merges.

Slope the pavement at the beginning and ending of the daily milling operation as directed by the Engineer. Sweep and remove all milled material from the roadway as soon as the daily milling

operation is completed. Continue milling operations until the particular section of roadway being milled is complete. Remove any existing pavement adjacent to the milled area that has been damaged, and replace with patch material as directed by the Engineer.

Maintain vehicular access in accordance with Section 1101-13 of the *Standard Specifications* using suitable backfill material approved by the Engineer.

Operate equipment and conduct operations in the same direction as the flow of traffic. Do not cross medians with equipment, except at properly designated interchanges.

Review and record the existing pavement markings and markers prior to resurfacing. Use the record of existing pavement markings and markers in conjunction with the *Roadway Standard Drawings* to re-establish the proposed pavement markings and markers unless otherwise directed by the Engineer.

Provide appropriate lighting in accordance with Section 1413 of the *Standard Specifications*.

Remove existing pavement markers in preparation for paving. Repair any pavement damage due to existing pavement marker removal prior to the end of the work day. Dispose of existing pavement markers as directed by the Engineer. No direct payment will be made for this work, as it will be incidental to the paving operation.

Payment will be made for the traffic control items that have been included in the contract. No direct payment will be made for providing other traffic control as required herein, as the cost of same will be considered incidental to the work being paid for under those various traffic control items that have been included. Where the Contractor maintains traffic as required herein but no specific pay items have been included in the contract, all associated costs will be considered incidental to the work being paid for under the various items in the contract.

WORK ZONE SIGNING:

(1-16-07)

RWZ-3Revised

Description

Install and maintain signing in accordance with Divisions 11 and 12 of the *Standard Specifications*, the *Roadway Standard Drawings* and the latest revisions thereto, and the following provisions:

Furnish, install, maintain, and remove advance warning work zone signs and any required lane closure signing.

Furnish, install, and maintain general work zone warning signs for resurfacing and/or milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30"). **Install and maintain general work zone warning signs for resurfacing and/or milling such as "Low Shoulder" (W8-9 at 48" X 48") and "Low / Soft Shoulder" (DOT No. 16-79860 at 48" X 48"). State Forces will furnish and remove the signs, posts, and hardware for "Low Shoulder" (W8-9 at 48" x 48") and "Low / Soft Shoulder" (DOT No. 16-79860 at 48" X 48").** When construction is completed in any given area of the project, relocate signs to the next work site, as directed by the Engineer. Remove all

signs **except “Low Shoulder and Low/Soft Shoulder”** at the completion of the project, unless otherwise directed by the Engineer.

All work zone signs may be portable.

Construction Methods

(A) General

Install all warning work zone signs before beginning work on a particular map. If signs are installed three days prior to the beginning of work on a particular map, cover the signs until the work begins. Install each work zone warning sign separately and not on the same post(s) / stand(s) with any other sign except where an advisory speed plate or directional arrow is used.

(B) Advance Warning Work Zone Signs

Install advance warning work zone signs (see attached Details and the *Roadway Standard Drawings* Nos. 1101.02 and 1110.01 and advance signing details) prior to beginning of work and remove upon final completion of the project. If there is a period of construction inactivity longer than two weeks, remove or cover advance warning work zone signs. Uncover advance warning work zone signs no more than 3 days before work resumes. All other operations could be suspended upon failure to comply with the above requirements. Such suspended operations would not be resumed until the above requirements are fulfilled.

(C) Lane Closure Work Zone Signs

Install any required lane closure signing needed during the life of the project in accordance with the *Roadway Standard Drawings* Nos. 1101.02, 1101.11 and 1110.02.

(D) General Work Zone Warning Signs

Install general work zone warning signs for resurfacing and/or milling such as ROUGH ROAD (W8-8 at 48" X 48") (for milling only), UNEVEN LANES (W8-11 at 48" X 48"), LOW SHOULDER (W8-9 at 48" X 48") and LOW / SOFT SHOULDER (W8-9B at 48" X 48") at 1 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer.

Install the LOW SHOULDER (W8-9 at 48" X 48") or LOW / SOFT SHOULDER (DOT No. 16-79860 at 48" X 48") signs prior to any resurfacing in an area where shoulder construction will be performed.

Install general work zone warning signs such as UNMARKED PAVEMENT AHEAD (DOT No. 116087130 at 48" X 48") and DO NOT PASS (R4-1 at 24" X 30") alternately at 1/2 mile intervals starting at a minimum of 500 feet in advance of the condition for both directions of travel (undivided roadways only) and at any other points determined by the Engineer. Install signs prior to the obliteration of any pavement markings.

Measurement and Payment

No direct payment will be made for Work Zone Signing as such work will be considered incidental to the various other bid items in the contract.

ROADWAY STANDARD DRAWINGS FOR PAVEMENT MARKINGS AND MARKERS:

(7-18-06)

RWZ-5

Use the following in conjunction with the *Standard Specifications*:

Standard Pavement Markings

Roadway Standard Drawings:

1205.01, 1205.02, 1205.03, 1205.04, 1205.05, 1205.06,
1205.07, 1205.08, 1205.09, 1205.10, 1205.11, 1205.12

Raised Pavement Markers

Roadway Standard Drawings:

1205.12, 1250.01, 1251.01

Snowplowable Pavement Markers

Roadway Standard Drawings:

1250.01, 1253.01

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as prequalified

Attest _____

Secretary/Assistant Secretary
Select appropriate title

By _____

President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

NOTARY SEAL

Subscribed and sworn to before me this the

_____ day of _____, 20____

Signature of Notary Public

Of _____ County

State of _____

My Commission Expires _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm

Address as Prequalified

Signature of Manager

Witness's Signature

Individually

Print or type Signer's name

Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturers and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	and	
(4)	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		
	Address as prequalified		
	<hr/>	By	<hr/>
	Signature of Witness or Attest		Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this

_____ day of _____ 20____

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of *Status* under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____
Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____
_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of Status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership

Address as Prequalified

Signature of Witness

By

Signature of Partner

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the
day of _____ 20____.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

LETTER OF INTENT:

SUMMARY OF QUANTITIES:

[illegible]

65

North Carolina Department of Transportation

BID FORM

WBS Element: 3.20824.001, 3SP.20314.001 and 3SP.20104.001

COUNTY: Sampson, Duplin and Brunswick Counties

DESCRIPTION: Micro-Surfacing, Thermoplastic Pavement Markings and Paint Pavement Markings on 33 Secondary Roads in Sampson, Duplin and Brunswick Counties

ITEM	ITEM DESC	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
10	SP	Latex Modified Micro-Surfacing, Type C	397289	SY		
20	1205	4" White Thermo (90 Mils)	3000	LF		
30	1205	4" White Thermo (120 Mils)	3000	LF		
40	1205	24" White Thermo (120 Mils)	200	LF		
50	1205	4" Yellow Thermo (90 Mils)	2000	LF		
60	1205	Thermo PVT MRK Characters (90 Mils)	15	EA		
70	1205	Thermo PVT MRK Symbol (90 Mils)	50	EA		
80	1205	Paint Pavement Marking Lines (4")	1254105	LF		

TOTAL BID FOR PROJECT:

CONTRACTOR _____

ADDRESS _____

FEDERAL ID # _____ CONTRACTORS LICENSE # _____

AUTHORIZED AGENT _____ TITLE _____

SIGNATURE _____ DATE _____

WITNESS _____ TITLE _____

SIGNATURE _____ DATE _____

**THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION**

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2002.

REVIEWED BY _____ DATE _____

ACCEPTED BY NCDOT _____ DATE _____